

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI

HEALTH MIDWEST,
a Missouri nonprofit public
benefit corporation,

Plaintiff,

vs.

JEREMIAH W. (JAY) NIXON,
in his official capacity as the
Attorney General for the State of Missouri,

Defendant.

Case No. 02CV326118

PROTECTIVE ORDER

NOW ON this 13 day of December, 2002, the above-captioned matter comes before the Court on plaintiff Health Midwest's Motion for Protective Order. The parties appear through their respective counsel. A record was made of these proceedings. After reviewing the briefs and evidentiary submissions, hearing the arguments of counsel and otherwise being advised in the premises and for good cause shown, the Court enters the following protective order:

1. Items Covered By This Order

For purposes of this Order, "confidential information" shall include anything which contains, summarizes or refers to any "confidential information" designated as such hereunder. "Confidential information" is defined for purposes of this order to mean anything which falls into one or more of the following categories of information and is stamped "confidential" by the party producing such information:

- (a) assessments of pending claims and litigation, including insurance coverage;

- (b) environmental issues;
- (c) current market and market share analyses, and competition analysis and studies;
- (d) managed care contracts, suppliers and providers contracts, capital plans; and
- (e) labor relations, union issues, and staffing strategies and issues.

2. Restrictions on Dissemination or Use of Confidential Information

The producing party shall provide responsive documents with “confidential information” redacted and so marked. The producing party shall also provide responsive documents in unredacted form, and those documents are governed by the terms of this Order. The “confidential information” shall be exchanged solely between the parties hereto and HM Acquisition (and the terms and provisions of this Order shall apply to and protect HM Acquisition.) All material described in Section 1 above as “confidential information” shall be maintained in strict confidence by the receiving party and used solely for purposes of the Attorney General’s review of the proposed transaction between Health Midwest and HM Acquisition, and for this action, and shall not be used by any person or entity for any business or other purpose whatsoever. The receiving party shall not disclose or permit to be disclosed any of the “confidential information” to any person or entity except as provided below.

Unless the party producing the “confidential information” provides prior written consent, the “confidential information” may not be disclosed to any person or entity other than to:

A. Counsel

Access to the “confidential information” shall be restricted to the legal and clerical staff regularly employed or specially retained by defendant, and who are actually involved in the

preparation of this case. No copies of the “confidential information” shall be made except by or on behalf of the attorneys of record in this case. To the extent that any copies, abstracts, charts, summaries, notes or memoranda embodying the “confidential information” are made, they shall be treated as confidential pursuant to this Order.

B. Others

If the receiving party intends to disclose any of the “confidential information” to consultants or experts or retained by the receiving party, before making disclosure, the party must obtain an affidavit (in the form of Exhibit 1 attached hereto) from such person reciting that he or she has read a copy of this Order and agrees to be bound by its provisions. No consultant or expert shall be an employee or a consultant of Health Midwest or HM Acquisition, nor have acted as consultant for a competitor within the preceding twelve (12) months. All affidavits shall be provided to the parties in connection with expert witness disclosures. Any expert or consultant may make copies of documents containing “confidential information” as reasonably needed, but all such copies are governed by the terms of this Order.

3. Depositions

Any party or non-party giving deposition testimony in this action may designate as “confidential” that portion of his or her testimony which discloses or discusses any “confidential information” by advising the reporter of his or her desire to do so. Also, any party to this action may make such a designation. If such a designation is made, the reporter shall separately transcribe those portions of the testimony so designated, shall mark the face of the transcript accordingly, and shall submit the transcript under seal to counsel for the party taking the deposition. In addition, any deponent and/or any party may, within fifteen (15) days after

receiving a deposition, designate pages of the transcript or exhibits thereto which contain or refer to said "confidential information" as "confidential". Upon agreement of counsel for the parties, the entire transcript rather than the Confidential portion thereof may be marked Confidential for the sake of convenience. A redacted form of any such deposition transcript shall also be produced for the parties.

4. Filing Confidential Information Under Seal

The "confidential information" described herein may be referred to in interrogatory answers, motions and briefs, and may be used at or in depositions and marked as exhibits in this action; provided however, that such "confidential information" shall not be used for any of these purposes unless it, or the portion of the court paper which discloses the contents of any such document, is appropriately marked and separately filed under seal with the Clerk of the Court. Any party making any such filing shall also produce and serve a redacted version of the filing.

5. Continuing Nature of this Order; Return of Confidential Information

No part of the restrictions imposed by this Order may be terminated, except by written stipulation executed by counsel for the parties to this Order, or by any order of the Court for good cause shown. The final determination or settlement of this action shall not relieve any person or entity, who has received any "confidential information" from the obligations imposed by this Order and the Court shall retain jurisdiction after such final determination or settlement for the limited purpose of enforcing the provisions of this Order.

Upon final conclusion of this matter, all "confidential information" and copies thereof shall be returned to counsel for the producing party, or destroyed. This includes any and all abstracts, charts, summaries, notes or memoranda embodying the "confidential information".

6. Use of Confidential Information at Hearing or Trial

Subject to the Missouri Rules of Evidence, the “confidential information” described herein may be offered in evidence at any court hearing or trial in this action subject to such measures as the Court determines will protect the “confidential information” from public disclosure.

7. Miscellaneous

Nothing in this Order shall prevent any party from seeking modification of this Order or from objecting to discovery that it believes to be otherwise improper. A party may oppose the designation of a document as “confidential” by filing an application with the Court requesting an order removing the designation because the document was improperly designated.

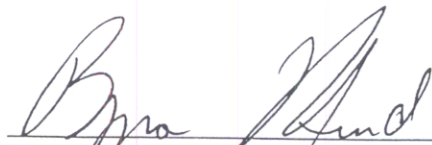
Nothing in this Order shall be construed to limit the designating party’s use of its own confidential information, except that if the designating party makes a public disclosure of a document which was designated “confidential,” the document shall no longer be considered “confidential” for purposes of this action.

Nothing in this Order shall be construed to entitled the receiving party to any document, thing or information from the producing party beyond what the receiving party would otherwise be entitled to pursuant to the Missouri Rules of Civil Procedure or to use any document for any purpose except as expressly permitted by this Order.

Nothing in this Order shall be deemed to preclude any party from seeking and obtaining additional protection with respect to the confidentiality of documents or other discovery

material, or relief from this Order with respect to the particular material designated as
"confidential" hereunder.

IT IS SO ORDERED.


Honorable Byron Kinder
Circuit Court Judge

Date 12-13-02

EXHIBIT 1 TO PROTECTIVE ORDER

I, _____ do hereby state and affirm:

1. I have been requested to inspect certain material which is confidential within the terms of the "Protective Order" issued by the Court in this action, for the purpose of assisting counsel to prepare for the trial of the above-captioned action.

2. I have read the "Protective Order" and I understand the terms recited herein. I hereby agree to be bound by that Order, and by such orders as may be made by the Court regarding discovery of confidential information or material, in the same way that the parties to the action are bound.

3. I hereby agree that, except as set forth in the "Protective Order," I will not make copies of any confidential information or material given to me, I will not communicate the contents of such confidential information or material to any other person and I will hold such confidential information or material in confidence pursuant to the terms of the "Protective Order."

4. I hereby agree that at the completion of my function in connection with the above-captioned matter, I will return all confidential information or material received by me to the person from whom I received it.

5. I hereby agree to submit to the jurisdiction of the Circuit Court for Cole County, Missouri for the enforcement of the undertaking I have made herein and I appoint counsel fo the party seeking assistance as my agent to receive service of process in that connection. I understand that a violation of this "Protective Order" may result in civil or criminal contempt penalties.

6. I am not an employee of a competitor of Health Midwest or HM Acquisition, LLC or its parents and/or subsidiaries, including HCA, Inc. (collectively "HM Acquisition"), and have not acted as a consultant to any competitor of Health Midwest or HM Acquisition within the last 12 months.

Subscribed and sworn to before me this _____ day of _____, 2002.

NOTARY PUBLIC

My Commission Expires: